

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DAVID RICHARD,

Plaintiff,

v.

Case No. 2:24-cv-00724-BJR

**STIPULATED PROTECTIVE ORDER**

RELIANT HOLDINGS, LTD., RELIANT  
DRY ICE LTD d/b/a RELIANT DRY ICE  
LIMITED PARTNERSHIP, RELIANT  
EMPLOYMENT SERVICES LTD., d/b/a  
RELIANT EMPLOYMENT SERVICES  
LIMITED PARTNERSHIP; "DOE(S) 1-100"  
employees of RELIANT HOLDINGS, LTD.,  
RELIANT DRY ICE LTD. d/b/a RELIANT  
DRY ICE LIMITED PARTNERSHIP,  
RELIANT EMPLOYMENT SERVICES  
LTD. d/b/a RELIANT EMPLOYMENT  
SERVICES LIMITED PARTNERSHIP; and  
"CORPORATION(S) XYZ 1-100,"

Defendants.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all

disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

## 2. “CONFIDENTIAL” MATERIAL

“Confidential” material shall include the following documents and tangible things produced or otherwise exchanged:

- (a) Plaintiff’s medical records and bills;
- (b) Bank account statements, financial information, and tax records of the parties;
- (c) Confidential/sensitive employment files and records;
- (d) Parties’ personal information documents containing credit card numbers, bank accounts, social security numbers, or similar confidential identifying data;
- (e) Defendants’ trade secrets and confidential proprietary; and
- (f) Defendants’ customer information and identifying data.

## 3. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential material.

However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

## 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential material that is disclosed or

1 produced by another party or by a non-party in connection with this case only for prosecuting,  
 2 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the  
 3 categories of persons and under the conditions described in this agreement. Confidential material must  
 4 be stored and maintained by a receiving party at a location and in a secure manner that ensures that  
 5 access is limited to the persons authorized under this agreement. Nothing in this Stipulated Protected  
 6 Order shall be construed as prohibiting any party from seeking modification of this Order upon motion  
 7 to the court, and the court may modify this Order as may be required in the interests of justice  
 8 consistent with applicable law, court rule, and the rules of evidence.

9 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by  
 10 the court or permitted in writing by the designating party, a receiving party may disclose any  
 11 confidential material only to:

12 (a) the receiving party’s counsel of record in this action, as well as employees of counsel  
 13 to whom it is reasonably necessary to disclose the information for this litigation;

14 (b) the officers, directors, and employees (including in house counsel) of the receiving  
 15 party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a  
 16 particular document or material produced is for Attorney’s Eyes Only and is so designated;

17 (c) experts and consultants to whom disclosure is reasonably necessary for this litigation  
 18 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court, court personnel, and court reporters and their staff;

20 (e) copy or imaging services retained by counsel to assist in the duplication of confidential  
 21 material, provided that counsel for the party retaining the copy or imaging service instructs the service  
 22 not to disclose any confidential material to third parties and to immediately return all originals and  
 23 copies of any confidential material;

1 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
2 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
3 unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed  
4 deposition testimony or exhibits to depositions that reveal confidential material must be separately  
5 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
6 agreement;

7 (g) the author or recipient of a document containing the information or a custodian or other  
8 person who otherwise possessed or knew the information.

9 4.3 Filing Confidential Material. Before filing confidential material or discussing or  
10 referencing such material in court filings, the filing party shall confer with the designating party, in  
11 accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove  
12 the confidential designation, whether the document can be redacted, or whether a motion to seal or  
13 stipulation and proposed order is warranted. During the meet and confer process, the designating party  
14 must identify the basis for sealing the specific confidential information at issue, and the filing party  
15 shall include this basis in its motion to seal, along with any objection to sealing the information at  
16 issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will  
17 be applied when a party seeks permission from the court to file material under seal. A party who seeks  
18 to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule  
19 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will  
20 result in the motion to seal being denied, in accordance with the strong presumption of public access  
21 to the Court’s files.

22 5. DESIGNATING PROTECTED MATERIAL

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1           5.1     Exercise of Restraint and Care in Designating Material for Protection. Each party or  
2 non-party that designates information or items for protection under this agreement must take care to  
3 limit any such designation to specific material that qualifies under the appropriate standards. The  
4 designating party must designate for protection only those parts of material, documents, items, or oral  
5 or written communications that qualify, so that other portions of the material, documents, items, or  
6 communications for which protection is not warranted are not swept unjustifiably within the ambit of  
7 this agreement.

8           Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
9 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
10 encumber or delay the case development process or to impose unnecessary expenses and burdens on  
11 other parties) expose the designating party to sanctions.

12           If it comes to a designating party's attention that information or items that it designated for  
13 protection do not qualify for protection, the designating party must promptly notify all other parties  
14 that it is withdrawing the mistaken designation.

15           5.2     Manner and Timing of Designations. Except as otherwise provided in this agreement  
16 (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, disclosure  
17 or discovery material that qualifies for protection under this agreement must be clearly so designated  
18 before or when the material is disclosed or produced.

19           (a)     Information in documentary form: (e.g., paper or electronic documents and deposition  
20 exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the designating  
21 party must affix the word "CONFIDENTIAL" to each page that contains confidential material. If only  
22 a portion or portions of the material on a page qualifies for protection, the producing party also must  
23 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

1 (b) Testimony given in deposition or in other pretrial proceedings: the parties and any  
 2 participating non-parties must identify on the record, during the deposition or other pretrial  
 3 proceeding, all protected testimony, without prejudice to their right to so designate other testimony  
 4 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the  
 5 deposition transcript or other pretrial proceeding, designate portions of the transcript, or exhibits  
 6 thereto, as confidential. If a party or non-party desires to protect confidential information at trial, the  
 7 issue should be addressed during the pre-trial conference.

8 (c) Other tangible items: the producing party must affix in a prominent place on the  
 9 exterior of the container or containers in which the information or item is stored the word  
 10 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the  
 11 producing party, to the extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 13 designate qualified information or items does not, standing alone, waive the designating party’s right  
 14 to secure protection under this agreement for such material. Upon timely correction of a designation,  
 15 the receiving party must make reasonable efforts to ensure that the material is treated in accordance  
 16 with the provisions of this agreement.

## 17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
 19 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality  
 20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
 21 or a significant disruption or delay of the litigation, a party does not waive its right to challenge a  
 22 confidentiality designation by electing not to mount a challenge promptly after the original designation  
 23 is disclosed.

6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding confidential designations without court involvement. Any motion regarding confidential designations or for a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without court action. The certification must list the date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face meeting or a telephone conference.

6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the designating party may file and serve a motion to retain confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

## 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party must:

(a) promptly notify the designating party in writing and include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

#### 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

#### 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

#### 10. NON TERMINATION AND RETURN OF DOCUMENTS



1           Within 60 days after the termination of this action, including all appeals, each receiving party  
2 must destroy all electronic copies of all confidential material and return all confidential material to the  
3 producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may  
4 agree upon appropriate methods of destruction.

5           Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
6 documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition  
7 and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even  
8 if such materials contain confidential material.

9           The confidentiality obligations imposed by this agreement shall remain in effect until a  
10 designating party agrees otherwise in writing or a court orders otherwise.

11                           IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12           Dated: July 26, 2024.

13           Respectfully submitted,

14           **AKW LAW, P.C.**

15  
16           /s/ Ada K. Wong

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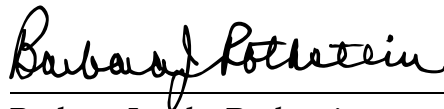
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1 PURSUANT TO STIPULATION, IT IS SO ORDERED

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
3 documents, electronically stored information (ESI) or information, whether inadvertent or otherwise,  
4 in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding,  
5 constitute a waiver by the producing party of any privilege applicable to those documents, including  
6 the attorney-client privilege, attorney work-product protection, or any other privilege or protection  
7 recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed.  
8 R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is  
9 intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information  
10 (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected  
11 information before production. Information produced in discovery that is protected as privileged or  
12 work product shall be immediately returned to the producing party.

13 DATED this 26th day of July, 2024.

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16 Barbara Jacobs Rothstein  
17 U.S. District Court Judge  
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